

Summary of Contract # 090430 CSO **Rental Vehicles**

1. RESOURCE ORDERS

Resource orders are assigned for a specific fire incident. Rental vehicles cannot move to other incidents with the same resource order. A new resource order needs to be assigned for each incident.

2. ORDERING PROCEDURE

Review the list of pre-qualified vendors and the prices for which they have agreed to furnish rental vehicles. This list will be per location and price. There is no guarantee the listed vendors will be called to supply vehicles. Although price will be the primary consideration, due to the exigency nature of fire suppression and all risk activities, factors other than price (such as location, ability to meet timeframes, number of units available etc.) may be considered prior to placing an order.

An equipment resource order will be placed through the designated interagency dispatch center by phone, fax or in person, by the incident requesting a vehicle. A resource order will be completed for each vehicle. The resource order will contain the initial date/time, incident/project name, incident/project order number, financial codes, descriptive location, etc.

The ordering Agency shall be listed on all documentation as the lessee not individuals assigned to pick up the vehicle.

3. VEHICLE INSPECTION

Prior to acceptance of any specific vehicle for incident use, the vehicle shall be inspected by the Government to determine that it meets all of the terms, conditions and specifications set forth herein. The vehicle shall be safe (brakes, tires, headlights, turn indicators, etc.), in good mechanical condition. At the time of pre-use inspections all vehicles tires must have a minimum tire tread depth of 6/32 inches. Vehicles shall also be equipped with a spare tire, wheel wrench, and jack.

4. WEAR AND TEAR

For the purpose of the agreement, the term "normal wear and tear" shall include, but not be limited to:

- a) Brush scratches on the body of the vehicle.
- b) Punctures tears or destruction of tires and/or sidewalls due to rocks or sticks common to the working environment.
- c) Wear on the paint on the inner and outer surfaces of the vehicle, top, sides, rails, and tailgate. Includes chips from flying rocks and **minor** bumps and dents.

- d) Clogged air filters and oil filters from dust.
- f) For equipment furnished under the agreement, the Government shall not be liable for loss, damage, or destruction of such equipment, except for loss, damage, or destruction resulting from the negligence, or wrongful act(s) of Government employee(s) while acting within the scope of their employment.
- g) In order to better monitor possible abuse of vehicles, the government may also conduct cursory inspections on a daily basis.

5. CLEANLINESS & FUEL

All vehicles will be provided cleaned on the interior and washed on the exterior, along with a full tank of gas and the windshield washer fluid reservoir full. The government will return the vehicles in the same condition - cleaned on the interior and washed on the exterior, along with a full tank of gas and the windshield washer fluid reservoir full. If the vehicle is not returned cleaned on the interior and washed on the exterior and the windshield washer fluid reservoir full, a \$50.00/cleaning charge may be billed to the ordering agency. If the fuel tank is not filled, contractor may invoice the ordering agency at commercial rental car rate for fuel.

6. CLAIMS

Claims settlement is agency specific, and remains the responsibility of the incident agency. Procurement personnel shall receive direction for claims resolution from the incident agency upon assignment.

6.1 Federal Government Claims. Unless limited by agency policy or the Agency Administrator, any Federal agency claim may be settled by a Level I or higher GS-1102 Contract Specialist; and minor claims may be settled by GS-1105 Purchasing Agents. Minor claims are interpreted to include claims that are evident as to existence, responsibility, and reasonable in claimed amount. Claims settlements by a GS-1105 Purchasing Agent exceeding \$2,500 per claim shall be reviewed by a GS-1102 Contract Specialist, Finance/Administration Section Chief, or staff level position at the incident or in the incident agency office.

6.2 State of Montana Claims. Claims arising on incidents are the responsibility of the incident agency. Claims arising under the jurisdiction of the State of Montana are negotiated by the responsible Line officer or agency Administrator. These individuals may delegate this authority to other DNRC employees or to the Incident Management Team. When possible, claims should be settled at the incident. For comprehensive information on handling claims against MT DNRC, see the DNRC 300 Incident business management manual, or contact the Business Management Bureau, Forestry Division, Department of Natural Resources and Conservation, 2705 Spurgin Road, Missoula, Montana 59804; office phone: (406) 542-4300.

6.3 State of Idaho Claims. Settlements arising under the jurisdiction of the State of Idaho can be negotiated by the incident Agency Administrator (Area Supervisor) up to \$2,500. Settlements exceeding \$2,500 must be referred to the Idaho Department of

Lands, Bureau of Fire Management, Idaho, 3780 Industrial Avenue, Coeur d'Alene, Idaho 83815; office phone: (208) 769-1522.

6.4 **State of North Dakota Claims.** Claims against the State must be made in writing to the Director of Office of Management and Budget. The claim must be filed within 180 days of when the alleged injury was discovered or reasonably should have been discovered. Claim forms may be requested from the Office of Management and Budget, 600 East Boulevard Avenue, Department 110, Bismarck, ND 58505-0400; phone: (701) 328-4904.

7.0 **INVOICING**

For billing purposes, vehicle use will be tracked using a Emergency Equipment Use Invoice, OF-286 which will record the resource order, incident number, the incident name, the beginning and ending dates of the rental period and mileage for each order plus other pertinent information. Mileage overage will be computed over the entire rental period. The Emergency Equipment Use Invoice (OF-286) along with the Vehicle/ Heavy Equipment Safety Inspection Checklist (OF-296) (release inspection) form, both of which will be signed by the vendor when the vehicle is returned, will be submitted to the equipment time recorder or the **ordering agency** for payment. **This process shall be completed before any vehicle is sent to another incident.**

8.0 **VEHICLE RELEASE FORM**

A vehicle release form (Attachment F) shall be completed when a vehicle is released from the incident.

All vehicles must be closed out and payment processed for original incident BEFORE it can be Re-Assigned to a New Incident.